

**AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN PSM Medical Imaging Specialist Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR**

Information Technology PACS Project Management & Implementation Services

This Amendment No. 5 to Professional Services Agreement ("Agreement"), dated April 1, 2010 , is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and PSM Medical Imaging Specialist Inc. (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on July 1, 2010 via Amendment No. 1, on January 1, 2011 via Amendment No. 2, on October 1, 2011 via Amendment No. 3, and on July 1, 2012 via Amendment No. 4; and

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement by \$366,168 to extend the term end date to allow for existing services to continue and to add additional services requested by Natividad Medical Center ("NMC"), .

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No.A-11829/MYA612).
2. Section 2. "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$1,580,802.80.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-11829/MYA612) shall not exceed the total sum of \$1,946,970.80 for the full term of the Agreement*".
3. Section 3. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2010 to June 30, 2014 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from April 1, 2010 to June 30, 2015 unless sooner terminated pursuant to this Agreement*".
4. Amendment-No.5 to Exhibit A, attached to this Amendment, is hereby incorporated into Exhibit A. All references in the Agreement to Exhibit A shall be construed to refer Amendment-5to Exhibit A.
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos.1, 2, 3 and 4 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
6. A copy of this Amendment No. 5 and all previous amendments shall be attached to the original Agreement (No.A-11829/MYA612).
7. The effective date of this Amendment is July 1, 2014.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: _____
Sid Cato, NMC Contracts Manager

Date: _____

By:  _____
Harry Weis, NMC Chief Executive Officer

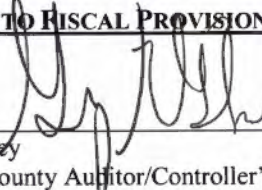
Date: 4/15/14

APPROVED AS TO LEGAL PROVISIONS

By:  _____
~~Anne Brauer~~ Brauer
Monterey County, Deputy County Counsel

Date: April 30, 2014

APPROVED AS TO FISCAL PROVISIONS

By:  _____
Gary Giboney
Monterey County Auditor/Controller's Office

Date: 5-1-14

CONTRACTOR

Contractor's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

Name and Title

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Name and Title

Date: _____

*****Instructions**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: _____
Sid Cato, NMC Contracts Manager

Date: _____

By: _____
Harry Weis, NMC Chief Executive Officer

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Anne Brauer
Monterey County, Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Gary Giboney
Monterey County Auditor/Controller's Office

Date: _____

CONTRACTOR

PSM MEDICAL IMAGING SPECIALISTS, INC.

Contractor's Business Name*** (see instructions)

[Signature]
Signature of Chair, President, or Vice-President

KASHYAP P. KANANI, PRESIDENT
Name and Title

Date: 4-15-14

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

DIPESH KACHHIA, CFO
Name and Title

Date: 4-15-14

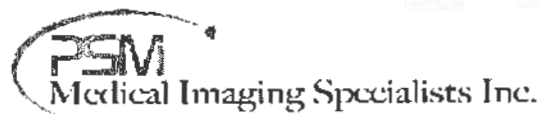
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If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)

Amendment No. 5 to Exhibit A



Scope of Work

PSM MIS, Inc. will assist Natividad Medical Center with its Imaging Informatics needs in following areas

Radiology Applications Support

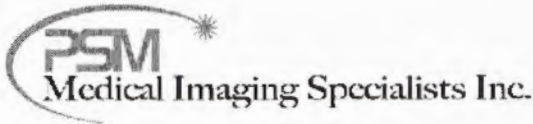
- Legacy Radiology Applications Support – Business Hours: PACS, PEERVIEW, PowerScribe360, Mmodal, Mammography, Digitization, PacsGear
- 24X7 Support of Legacy Radiology Applications: PACS, PEERVIEW, PowerScribe360, Mmodal, Mammography, Digitization
 - ✓ Maintain data and patient information integrity across applications
 - ✓ Check that technologists and radiologists are signing off cases as appropriate to avoid having any old cases that have not been read
 - ✓ Resolve outstanding quality assurance (QA) issues
 - ✓ Check for patient information for duplicate names or patient numbers
 - ✓ Check for un-archived exams
 - ✓ Check that reports are imported and associated with cases in PACS
 - ✓ Train and add new users to the system
 - ✓ Support Radiology staff to resolve system related issues
 - ✓ Deactivate accounts for users that no longer require access to the system
 - ✓ Add or change facilities, sources, and referring physicians as needed
 - ✓ Merge or move patient folders when needed
 - ✓ Troubleshoot any DICOM network connectivity issues
 - ✓ Work with applications vendor to meet their general maintenance needs
 - ✓ Quarterly SYSTEM Updates and Patches

Tasks and New Projects:

- Powerscribe 360 upgrade to 1.5
- McKesson PACS Upgrade to MR12
- Yearly technologist competencies
- IR Suite Implementation
- New Modalities implementation
- Any other Unplanned projects

New

Amendment #5 to Exhibit A



Estimated Monthly Cost Proposal

Effective Period: 7/1/2014 to 6/30/2016

Support Tasks	Estimated Hours per month	Estimated Cost per month
Business Hours Support: M-F 8am-5:30pm	200 Hourly rate \$93.75	\$18,750.00
Off hours, weekend and holiday support:	525 Hourly rate \$8.20	\$4264.00
New projects	50 Hourly rate \$150.00	\$7500.00
Monthly Recurring Total		\$30514.00
→ Two Years Services Total		\$732,336.00

Above estimate is based on PSM Medical Imaging Specialists, Inc. providing a complete imaging informatics support to NMC radiology department. In the event Natividad Medical Center requests only part of the above stated services standard hourly rate of \$150.00 per hour shall apply for all services requested during regular business hours of M-F 8am-5pm. Services requested after regular business hours shall be billable at \$300.00 per hour with a minimum of 1 hour billable time. In addition to the number of hours worked daily, travel charges of 2 hours per day will apply for all services rendered on-site.